



Wakefield Grammar School Foundation

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WGSF Donation Acceptance, Sponsorships and Ethical Fundraising Policy

1. Introduction - who we are

Wakefield Grammar School Foundation (WGSF) is a Registered Charity (Charity number 1088415) and a Company Limited by Guarantee (company number 4258359 registered in England) with its registered office at 158 Northgate, Wakefield, WF1 3UF.

Wakefield Grammar School Foundation (WGSF), referred to as 'the Foundation', is a family of single-sex independent day schools incorporating Queen Elizabeth Grammar School (QEGS), Wakefield Girls' High School (WGHS) and a co-educational Wakefield Grammar Pre-Prep School (WGPPS) delivering education to children aged 3 - 18.

Wakefield Grammar School Foundation is the data controller of the personal information you provide to us. This means the Foundation determines the purposes for which, and the manner in which, any personal data relating to pupils and their families is to be processed. The Director of Finance and Operations acts as a representative for the Foundation with regard to its data controller responsibilities; they can be contacted at the registered office.

The Foundation is registered with the Fundraising Regulator and is committed to the Regulator's Code of Practice.

2. Donor Rights

All fundraising solicitations by or on behalf of the Wakefield Grammar School Foundation will disclose the Foundation's name, charity number and purpose for which the funds are requested. Printed solicitations (however transmitted) will also include its address or other contact information.

Donors and prospective donors are entitled to the following, promptly upon request:

- the most recent annual report and financial statements;
- confirmation of the charitable status of Wakefield Grammar School Foundation;
- a copy of this code.

Donors and prospective donors are entitled to know, upon request, whether an individual soliciting funds on behalf of the Foundation is a volunteer, an employee or a hired consultant.

Donors will be encouraged to seek independent advice if the Foundation has any reason to believe that the donor is vulnerable or a proposed gift might significantly affect the donor's financial position, taxable income, or relationship with other family members.

Donors' requests to remain anonymous will be respected.

The privacy of donors will be respected. Any donor records that are maintained by the Foundation will be kept secure and confidential. Records will only be accessed by members of

the Development, Finance and in some circumstances the Careers Offices. Donors have the right to see their own donor record, and to challenge its accuracy.

Donors and prospective donors will be treated with respect. All requests to limit or stop contact will be actioned immediately.

2.1 Complaints process

The Foundation will respond promptly to a complaint by a donor or prospective donor about any matter that relates to the Foundation's fundraising activities. The Development Director will attempt to satisfy the complainant's concerns in the first instance. A complainant who remains dissatisfied will be informed that they may appeal in writing to the Director of Finance and Operations, who will respond to this appeal within a further 30 days. If the issue remains unresolved the complainant may pursue the matter with the Governors. A final recourse for a complainant is to make a complaint to the Fundraising Regulator.

2.2 Our Commitment to our Donors

Fundraising solicitations on behalf of the Wakefield Grammar School Foundation will:

- be truthful
- accurately describe the Foundation's activities and the intended use of donated funds
- respect the dignity and privacy of those who benefit from the Foundation's activities
- Adhere to the Fundraising Regulator's Code of Fundraising Practice

The Foundation will obtain the permission of all persons cited in case studies and other promotional material prior to publication.

Volunteers, employees and hired consultants who solicit or receive funds on behalf of the Foundation shall:

- Adhere to the provisions of this code.
- Act with fairness, integrity, and in accordance with all applicable laws.
- Adhere to the provisions of applicable professional codes of ethics, standards of practice, including those published by the Institute of Fundraising.
- Cease solicitation of a prospective donor who identifies solicitation as harassment or undue pressure;
- Disclose immediately to the Foundation any actual or apparent conflict of interest; and
- Not accept donations for purposes that are inconsistent with the Foundation's objects or mission.

Paid fundraisers, whether staff or consultants, will be compensated by a salary, retainer or fee, and will not be paid finders' fees, commissions or other payments based on either the number of gifts received or the value of funds raised. Compensation policies for fundraisers, including performance-based compensation practices (such as salary increases or bonuses) will be consistent with the Foundation's policies and practices that apply to non-fundraising personnel. A written contract will be signed in all cases, including a confidentiality clause.

The Foundation will not sell its supporter lists.

3. Financial Accountability

The Wakefield Grammar School Foundation's financial affairs will be conducted in a responsible manner, consistent with the ethical obligations of stewardship and the legal requirements of the Charity Commission.

All donations will be used to support the charitable objectives of Wakefield Grammar School Foundation.

Wherever possible, donors will be encouraged to make unrestricted gifts. If a donor wishes to restrict their gift it may be classed as 'designated' or if specifically requested or required as 'restricted'.

All restricted or designated donations will be used for the purposes for which they are given. If necessary due to programme or organisational changes, alternative uses will be discussed where possible with the donor or the donor's legal designate. If the donor is deceased or legally incompetent, and the Foundation is unable to contact a legal designate, the donation will be used in a manner that is as consistent as possible with the donor's original intent.

Annual financial reports will:

- be factual and accurate in all material respects.
- be prepared in accordance with generally accepted accounting principles and standards.

The cost effectiveness of the Foundation's fundraising programme will be reviewed regularly by the Governors.

4. Ethical Guidelines for the Acceptance and Refusal of Donations

The ultimate responsibility to accept or decline a donation resides with the Governors.

Donations up to and including a value of £10,000 may be accepted by the Development Director, who shall be accountable through the Foundation's management structure, to the Governors. Any gift over this value shall be referred to the Chair of the Fundraising Committee or the Chair of Governors, who in consultation with the Director of Finance and Operations and Development Director, will accept or decline the donation on behalf of the Governors.

There is a legal obligation for the Foundation to undertake a degree of due diligence when approaching potential donors or accepting donations. Particularly for gifts in excess of £10,000. In order to comply with financial regulations the Foundation is unable to accept gifts of cash of more than £1,000. Gifts larger than this value are welcome but should be made electronically or by cheque.

On occasion, the Foundation may wish to delay the acceptance of a gift with a view to providing the Donor with advice enabling them to donate in a more tax efficient manner, if it is felt that this will not jeopardise the donation itself.

The Foundation may refuse a donation if it is felt by the Governors or their delegated representatives that the gift:

- would impair the Development Office in fulfilling its objectives, particularly with respect to supporting the Foundation.
- is inimical to the objectives of the Foundation, its agreed policies or its beneficiaries.
- would lead to a demonstrable net decline in the assets of the Foundation.
- consists of goods, property, or services, which the Foundation cannot lawfully use, convert, sell or exchange, in direct support of its charitable aims.
- is dependent on the fulfilment of unacceptable conditions applied by the donor. For example, if the Governors believed such conditions would place the assets of the Foundation at an undue or inappropriate risk.
- Create unacceptable conflicts of interest
- Would harm the reputation of the Foundation

Trustees may apply to the Charity Commission for an order authorising the Foundation to refuse a donation according to the guidelines set out in section 62 of the Charities Act 1992 if:

- it is not immediately clear what the 'best interests of the charity' are in relation to the proposed donation
- large sums of money or property are involved
- the Governors have reason to believe that a decision taken by them might be subsequently challenged in the courts
- the Governors wish to use the 'authority' of a Charity Commission order to mitigate against the threat of negative publicity engendered by the refusal of a donation.

Gifts from parents and families with children at a Foundation school are important because they help us to continue to provide high quality facilities and opportunities to all our pupils.

Such gifts can only be accepted if they support defined projects or opportunities available to a wide range of pupils. For example a capital development or a bursary fund. Gifts cannot be made to offset School fees or the cost of a trip or activity for an individual pupil who is related or known to a donor.

Gifts from parents and families are most welcome and will be rewarded with the same gratitude and stewardship offered to other, similar, gifts.

The decision of a parent to make or not make a gift to the Foundation will have no bearing on the academic, sporting or extracurricular opportunities open to an individual pupil.

5. Gift Recognition

A major fundraising campaign offers opportunity for appropriate and tasteful donor recognition that reflects the traditions of WGSF.

It is important that everyone is recognised for their gift, regardless of the amount given. A letter of thanks will always be sent to the donor.

5.1 Treatment of Donations

- **One-Time Gifts**
Single, non-recurring gifts of cash, shares or property. These will be recognised at the full value in the year they were received.
- **Pledges**
These are written commitments to give a certain amount of money over a certain time period. These will be valued at the total amount of the pledge in the year the pledge was made. Pledges whose term exceeds 5 years will be valued at the amount expected over the next 5 years.
- **Recurring Gifts**
These are gifts where the donor promised to give a certain amount each year, month etc. for an unspecified period. No credit can be given for such gifts until the payments begin to be paid, at which point they will be treated as a stream for cash gifts. Recurring gifts will be valued for the full amount received in a given year.

5.1 Gift Agreements

If a gift of over £10,000 is made to the Foundation, a Gift Agreement will be drawn up to be signed by the donor and the Foundation. The Gift Agreement will outline what the donation is being given in support of, payment dates and schedules and any naming rights or benefits the donor may receive.

5.2 Acknowledgment

Unless anonymity is preferred, all donations of whatever monetary value will be acknowledged by the Foundation annually through publication of a list of donors on the websites and in publications for internal and external audiences. Membership will include spouses unless otherwise specified by the donor.

Those who have advised us of their intention to leave a legacy gift to the Foundation or one of its schools, will be invited to join the Legacy Society.

In addition donors and legators will be invited to attend events hosted by the Foundation to express our thanks

5.3 Naming Recognition

Over and above inclusion in the Foundation's published list of donors, naming recognition is available to the most generous donors. Naming recognition permits a bursary, building, a room, a lecture theatre, an academic prize, a major piece of equipment, or some other facility or item of value to a Foundation School to be named in honour of an individual or organisation. Donors may consider dedicating their contributions to honouring another person, whether living or deceased, or they may secure naming recognition for themselves or an organisation of their choosing, such as a company or philanthropic trust or foundation.

The Development Director will propose most recognition proposals to the Fundraising Committee and will present the case for recognition in respect of naming opportunities arising from philanthropic support, including legacies. For large campaigns and projects, including capital projects, a naming and recognition policy will be drafted by the Development Director and agreed by the Governors in advance of the launch.

The Fundraising Committee will assess all naming proposals. For major naming proposals, defined as those that name a physical part of the School, or have a value of £250,000 or more, the Committee will make a formal recommendation for final approval to the Governing Body. The initial screening will include consideration of any potential ethical or reputational issues, and best practice stewardship of the Schools' brands and heritage.

Opportunities to recognise the support of groups of donors acting together, for example, a parent or alumni year group, to support a project may also be considered.

In addition to the size of donation, the Fundraising Committee may also consider the following factors which may reduce the size of gift required in respect of a potential naming opportunity:

- A previous pattern of cumulative philanthropic support.
- The degree to which the donor may also be regarded as an inspirational role model of distinction.
- The degree to which naming a particular building or space may inspire significant future giving.

5.4 Named Bursaries

The endowment required for a named bursary must be sufficient to sustain the full cost of providing the bursary in perpetuity. The endowment for a named bursary must be sufficient to support the full tuition and other costs of at least one student within the school in perpetuity (note this is one student in the school, not one student per year). Given that these costs may change over time, please speak to the Development Director in the first instance.

Naming recognition for bursaries which are supported by means other than an endowment, such as a one-off donation, will endure only for the period for which funding is made available and will be subject to the approval of either the Fundraising Committee (less than £250,000) or Board of Governors (£250,000+)

5.5 Named Prizes

Prizes of various kinds may be named after a donor or a nominee provided that the value of the prize is supported by the donor for a period of five years or more. Naming rights will cease once donated funds have been exhausted.

5.6 Naming agreements

Where the naming of a building, space or programme is considered, there should always be a written gift agreement between the School and the donor, which should be agreed by the Fundraising Committee. Naming opportunities should not be undertaken or offered where the terms of a gift agreement are disadvantageous to the Foundation. The Foundation reserves the right to terminate naming rights at any time if it considers that an association with that individual is causing reputational damage, or the conditions of any gift agreement have not been met.

6. **Administration of Thanking for Gifts, Pledges & legacies**

For the purposes of this procedure:-

- A gift is a donation received by cheque, cash, standing order, direct debit or card
- A pledge is a gift that will be received in the future, usually in parts, over an agreed schedule.

Legacy pre-notification- where we are advised by alumnus/ae that they have left a gift in their will for the benefit of WGSF/ one of the schools.

THANKING DONORS FOR GIFTS, PLEDGES AND LEGACIES	
Individuals	Businesses/ Trusts / Foundations
<p>Personal letter written and sent by the Development Director within seven days of receiving the gift, pledge or pre-notification of a legacy.</p> <p>Where a gift has been solicited by a volunteer, a separate thank you letter from the volunteer should be sent within two weeks.</p> <p>Gifts > £1,000 also receive a letter from the Head within two weeks.</p> <p>Gifts > £10,000 also receive a letter from the Chair of Governors within one month.</p> <p>Development Director responsible for diarising pledge reminders.</p>	<p>Personal letter written and sent by Development Director within seven days of receiving the gift or pledge</p> <p>Gifts > £1,000 receive a letter from the Head</p> <p>Gifts > £10,000 also receive a letter from the Chair of Governors.</p> <p>Development Director responsible for pledge reminder</p>

6.1 Administration of Thanking for Matching Gifts

Where gifts are matched by an employer or other organisation that organisation will also receive thanks as per the guidelines above. Individuals who match gifts are likely to already be in the stewardship process but will be written and informed about each major gift (<£5,000 to be matched).

6.2 Keeping a Record of Thanking for all thank you and pledge reminder letters

It is the responsibility of the Development Officer to ensure:

- Copies of the letters are attached to the donors record on the database
- Scanned copies of physical letters, gift aid certificates and consent to appear on donor roll are filed and linked to the database

6.3 For all thank you letters from the Head / Chair of Governors

It is the responsibility of the relevant Head's PA / Director of Finance and Operations PA to ensure copies of the letters are sent to the Development Office.

At which point the Development Director will ensure such correspondence is recorded in the Database.

7. Stewardship of Major Gift Donors

7.1 Purpose

Individual and Corporate donors of £10,000 or more cumulative giving to Wakefield Grammar School Foundation, or one of its constituent schools, will be recognised for their giving, and through regular contact and on-going stewardship, encouraged to maintain their relationship with the Foundation.

Stewardship and donor relations will help keep donors engaged and ultimately, create the opportunity for the Development Director to begin cultivation for another gift.

7.2 Process

The Development Director will:

- Review each prospect categorised as Stewardship.
- Create a Donor stewardship plan specific to each prospect which outlines a number of contacts and touchpoints to keep the supporter engaged with the Foundation.

Plans must include at least one personal contact.

The Donor Stewardship Plan will be added to the Donor's record on Potentiality.

All contacts and communications with the Donor must be recorded on Potentiality

At the conclusion of the plan, a review will take place with the Fundraising Committee and the Development Director to determine the effectiveness of the stewardship plan.

7. Repayment of Donations

Where a change in circumstances prompts a donor to request the repayment of part or all of a donation, the final decision to repay a donation shall rest with the Governors.

Once the Foundation has accepted a donation it can only be returned if:

- the terms and conditions of the gift provided for it to be returned under particular circumstances.
- the law specifically provides for the donation to be returned, for example under section 61 of the Charities Act 1992 donations over £50 made by Credit or Debit Card are subject to a seven day cooling off period.
- the Charities Commission grant authorisation for an ex-grata payment to be made by the Foundation to discharge a "compelling moral obligation".

8. Sponsorship

From time to time we may seek sponsors to support identified projects within our schools. This support may be financial or through gifts in kind.

The person responsible (project lead) for each proposed sponsorship project shall seek agreement to their proposals from the Head who will refer to the Executive Group.

Clear parameters for the proposed sponsorship should be agreed internally and be clearly communicated to the sponsor. The Development Director should be made aware of any sponsorships so appropriate records can be updated and maintained.

Clear communication and marketing plans should be written for internal and external audiences and agreed between the parties.

A Sponsorship Agreement should be completed in all instances and referred to the Director of Finance and Operations before presenting to the potential sponsor.

9.1 Due Diligence

When researching potential sponsors, due diligence should be undertaken by the project lead. Where no issues have been identified, the project lead will recommend the potential sponsor to the Head, who will take the decision to proceed with the process. The Head will advise the EG. If any doubt exists, the Head will refer to EG for a final decision.

9.2 Conflicts of Interest

When choosing companies to work with, consideration should be given to those who 'fit' well and can align to our vision and values. We should avoid conflicts of interest such as:

- a. Where ethical considerations may differ between us and the proposed sponsor
- b. Where a company is working with another independent school
- c. We are working with two companies from the same sector
- d. A company wants a partnership to be exclusive (unless this is also what we want)
- e. The company wants access to our supporters, unless this is our strategy
- f. An employee or non-executive director is also one of our trustees and wants to exercise influence that does not align with our values